

ORDINANCE NO. 2560 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE FOLLOWING IRRIGATION EASEMENTS IN FAVOR OF SALT RIVER PROJECT WITHIN CITY RIGHT-OF-WAY: (1) WEST SIDE OF 51ST AVENUE AT LUKE AVENUE; (2) WEST SIDE OF 51ST AVENUE NORTH OF CAMELBACK ROAD; AND (3) IN THE INTERSECTION OF 59TH AVENUE AND CAMELBACK ROAD; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the irrigation easements and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said documents granting Salt River Project easements upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto as Exhibit A. The legal description are contained in the easements.


SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Salt River Project of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Salt River Project.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.


PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 10th day of April, 2007.


MAYOR


ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

IRRIGATION EASEMENT

Maricopa County
51st Ave and Luke; North 51st Ave;
59th Ave and Camelback,

R/W # 53; 56; 610; 861 Agt. JAG
Job #RD-42567
W JAG C _____

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF GLENDALE, ("Grantor"),
an Arizona municipal corporation,

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, over, under and across the following described property:

Exhibit " B" " B1" " C" " C1" " D" and "D1" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the easement areas in which the facilities do not comply with the specifications shown in Exhibit E attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of said rights of way, which do not comply with said Exhibit E.

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

Grantee shall have the right, but not the obligation, to erect, maintain and use gates in all fences which now cross said rights of way and to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said easement for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the easement areas.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the easement areas.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the easement areas subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever.

5. Grantor shall indemnify, defend and hold harmless the Salt River Project Agricultural Improvement and Power District and the Salt River Valley Water Users' Association (hereinafter "SRP"), the members of its governing bodies, its officers, and its employees and the United States of America for, from and against any lawsuit (including attorneys' fees), losses, damages, or expenses incurred by SRP arising out of or related to: (i) any claim by Grantor or a third party that SRP does not possess each and every right described in this easement; or (ii) any subsequent relocation of the irrigation facilities (including land acquisition costs for such irrigation facilities) caused or requested by Grantor or a third party. This indemnification and defense obligation includes the obligation to defend against claims of third parties that SRP does not possess all the rights intended to be granted hereunder. This indemnification and defense obligation also includes the obligation to relocate SRP facilities in the event that a third party or Grantor successfully asserts rights that require the relocation of installed Facilities or otherwise infringe on SRP's underlying land rights intended to be granted hereunder.

IN WITNESS WHEREOF, **THE CITY OF GLENDALE**, an Arizona municipal corporation, has caused its name to be executed by its duly authorized representative(s) this _____ day of _____.

THE CITY OF GLENDALE,
an Arizona municipal corporation

By: _____

Its: _____

APPROVED AS TO FORM:

City Attorney for the City of
Glendale

STATE OF ARIZONA)

) ss.

COUNTY OF MARICOPA)

On this _____ day of _____, _____, before me, the undersigned, personally appeared _____, as _____, of **THE CITY OF GLENDALE**, an Arizona municipal corporation, and such authorized representative acknowledged that this document was executed on behalf of the corporation for the purposes therein contained.

Notary Public

My Commission Expires:

Notary Stamp/Seal

EXHIBIT "B"**LEGAL DESCRIPTION FOR
SALT RIVER PROJECT PIPELINE EASEMENT**

That portion of the Northeast quarter of Section 17, Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the East quarter corner of said Section 17 (brass cap in handhole) from which the Northeast corner of said Section 17 (brass cap in handhole) bears North 00°35'54" East, 2644.25 feet;

thence North 00°35'54" East, 546.50 feet along the East line of said Northeast quarter of Section 17;

thence departing said East line North 89°24'06" West, 27.00 feet to the POINT OF BEGINNING;

thence continuing North 89°24'06" West, 20.00 feet;

thence North 00°35'54" East, 3.37 feet;

thence North 06°34'36" West, 72.90 feet to the North line of that particular parcel of land Quit Claimed to the City of Glendale in Docket 5217, Page 214, Maricopa County Recorder;

thence South 89°24'06" East, 6.10 feet along said North line to the West line of that particular parcel of land Quit Claimed to the City of Glendale in Instrument No. 90-015650, Maricopa County Recorder;

thence departing said North line North 00°35'54" East, 20.40 feet along said West line;

thence departing said West line South 89°24'06" East, 23.00 feet;

thence South 00°35'54" West, 8.08 feet;

thence South 44°57'42" West, 12.73 feet;

thence South 00°35'54" West, 3.60 feet;

thence South 06°34'36" East, 71.26 feet;

thence South 00°35'54" West, 4.63 feet to the POINT OF BEGINNING.

Said Salt River Project Pipeline Easement contains 1,925 square feet or 0.0442 acres more or less.

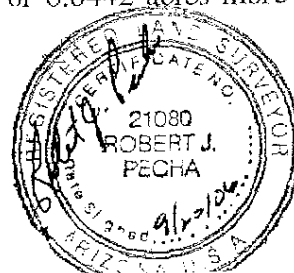
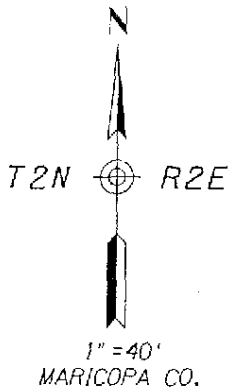


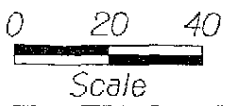
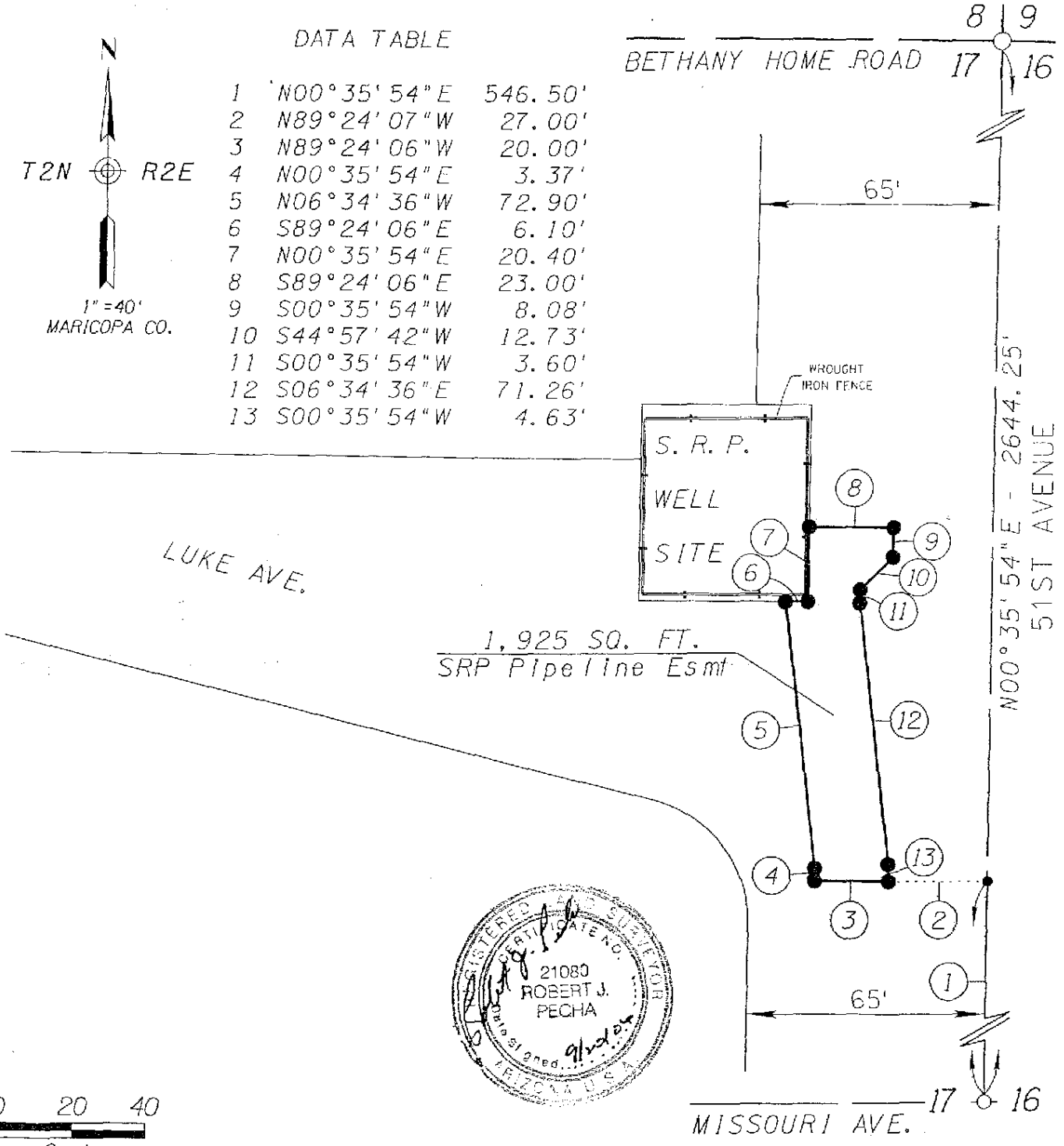
EXHIBIT B1 SALT RIVER PROJECT PIPELINE EASEMENT

A PORTION OF THE NE4 OF SECTION 17,
T2N, R2E, G&SRM, MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°35'54"E	546.50'
2	N89°24'07"W	27.00'
3	N89°24'06"W	20.00'
4	N00°35'54"E	3.37'
5	N06°34'36"W	72.90'
6	S89°24'06"E	6.10'
7	N00°35'54"E	20.40'
8	S89°24'06"E	23.00'
9	S00°35'54"W	8.08'
10	S44°57'42"W	12.73'
11	S00°35'54"W	3.60'
12	S06°34'36"E	71.26'
13	S00°35'54"W	4.63'



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Suite 100 - Phoenix, AZ
85020 - 602.371.1100

GLENDALE ONBOARD TRANSPORTATION PROGRAM
LUKE AVENUE & 51ST AVENUE



EXHIBIT "C"

*LEGAL DESCRIPTION FOR
SALT RIVER PROJECT PIPELINE EASEMENTS*

Parcel No. 1:

That portion of the Southeast quarter of Section 17, Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 17 (brass cap in handhole) from which the East quarter corner of said Section 17 (brass cap in handhole) bears North 00°26'34" East, 2639.44 feet;

thence North 00°26'34" East, 805.06 feet along the East line of said Southeast quarter of Section 17;

thence departing said East line North 89°33'26" West, 27.00 feet to the POINT OF BEGINNING;

thence North 89°26'28" West, 20.00 feet;

thence North 00°26'34" East, 46.40 feet;

thence South 89°33'26" East, 20.00 feet;

thence South 00°26'34" West, 46.44 feet to the POINT OF BEGINNING.

Said Parcel No. 1 contains 928 square feet or 0.0213 acres more or less.

Parcel No. 2:

That portion of the Southeast quarter of Section 17, Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 17 (brass cap in handhole) from which the East quarter corner of said Section 17 (brass cap in handhole) bears North 00°26'34" East, 2639.44 feet;

thence North 00°26'34" East, 976.00 feet along the East line of said Southeast quarter of Section 17;

thence departing said East line North 89°33'26" West, 27.00 feet to the POINT OF BEGINNING;



thence continuing North 89°33'26" West, 20.00 feet;

thence North 00°26'34" East, 48.00 feet;

thence South 89°33'26" East, 20.00 feet;

thence South 00°26'34" West, 48.00 feet to the POINT OF BEGINNING.

Said Parcel No. 2 contains 960 square feet or 0.0220 acres more or less.

Parcel No. 3:

That portion of the Southeast quarter of Section 17, Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 17 (brass cap in handhole) from which the East quarter corner of said Section 17 (brass cap in handhole) bears North 00°26'34" East, 2639.44 feet;

thence North 00°26'34" East, 1223.10 feet along the East line of said Southeast quarter of Section 17;

thence departing said East line North 89°33'26" West, 27.00 feet to the POINT OF BEGINNING;

thence continuing North 89°33'26" West, 20.00 feet;

thence North 00°26'34" East, 2.41 feet;

thence North 17°34'15" West, 43.01 feet;

thence North 00°26'34" East, 24.63 feet;

thence North 34°19'58" East, 23.85 feet;

thence North 00°26'34" East, 0.95 feet;

thence South 89°33'26" East, 20.00 feet;

thence South 00°26'34" West, 7.05 feet;

thence South 34°19'58" West, 23.85 feet;

thence South 00°26'34" West, 15.37 feet;

thence South 17°34'15" East, 43.01 feet;

thence South 00°26'34" West, 5.59 feet to the POINT OF BEGINNING.

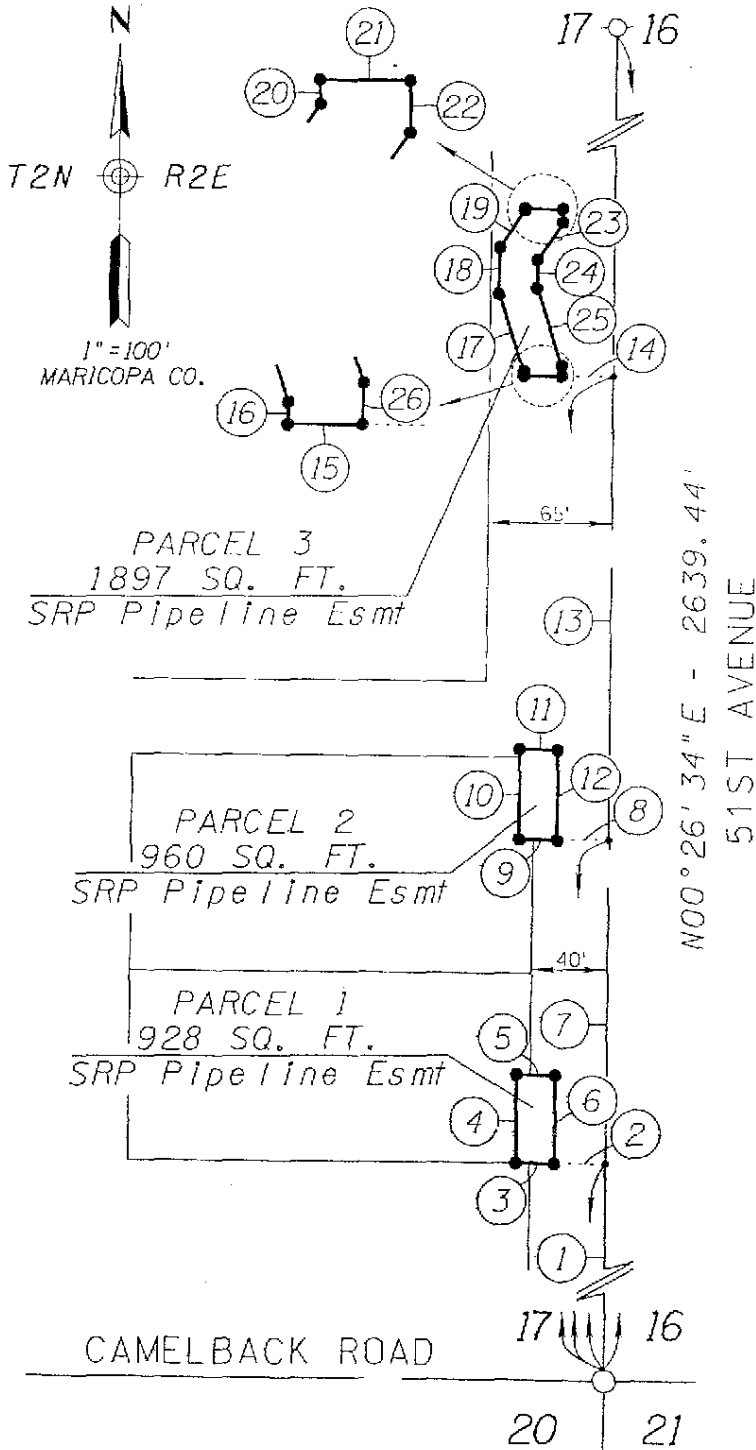
Said Parcel No. 3 contains 1,897 square feet or 0.0436 acres more or less.

Said Parcel No. 1, Parcel No. 2 and Parcel No. 3 contain a total of 3,786 square feet or 0.0869 acres more or less.



EXHIBIT C1 SALT RIVER PROJECT PIPELINE EASEMENTS

PORTIONS OF THE SE4 OF SECTION 17,
T2N, R2E, G&SRM, MARICOPA COUNTY, ARIZONA



DATA TABLE

1	N00°26'34"E	805.06'
2	N89°33'26"W	27.00'
3	N89°26'28"W	20.00'
4	N00°26'34"E	46.40'
5	S89°33'26"E	20.00'
6	S00°26'34"W	46.44'
7	N00°26'34"E	976.00'
8	N89°33'26"W	27.00'
9	N89°33'26"W	20.00'
10	N00°26'34"E	48.00'
11	S89°33'26"E	20.00'
12	S00°26'34"W	48.00'
13	N00°26'34"E	1223.10'
14	N89°33'26"W	27.00'
15	N89°33'26"W	20.00'
16	N00°26'34"E	2.41'
17	N17°34'15"W	43.01'
18	N00°26'34"E	24.63'
19	N34°19'58"E	23.85'
20	N00°26'34"E	0.95'
21	S89°33'26"E	20.00'
22	S00°26'34"W	7.05'
23	S34°19'58"W	23.85'
24	S00°26'34"W	15.37'
25	S17°34'15"E	43.01'
26	S00°26'34"W	5.59'



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GLENDALE ONBOARD TRANSPORTATION PROGRAM

NORTH 51ST AVENUE

EXHIBIT "D"**LEGAL DESCRIPTION FOR
SALT RIVER PROJECT PIPELINE EASEMENT**

Those portions of the Southeast quarter of the Southeast quarter of Section 18, and the Northeast quarter of the Northeast quarter of Section 19, Township 2 North, Range 2 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Section corner common to said Section 18 and Section 19 (brass cap in handhole) from which the quarter corner common to said Section 18 and Section 19 (brass cap flush) bears South 89°17'10" West, 2651.93 feet;

thence South 89°17'10" West, 20.23 feet along the Section line common to said Section 18 and Section 19 to the POINT OF BEGINNING;

thence departing said common Section line South 00°55'22" West, 37.52 feet to the City Limits line common to the City of Phoenix and the City of Glendale according to City of Glendale quarter section maps;

thence South 89°17'10" West, 20.01 feet along said common City Limits line;

thence departing said common line North 00°55'22" East, 37.52 feet to said common Section line of Section 18 and Section 19;

thence departing said common Section line and continuing North 00°55'22" East, 31.70 feet;

thence South 89°04'38" East, 20.00 feet;

thence South 00°55'22" West, 31.13 feet to said common Section line and the POINT OF BEGINNING.

Said Salt River Project Pipeline Easement contains 1,379 square feet or 0.0316 acres more or less.

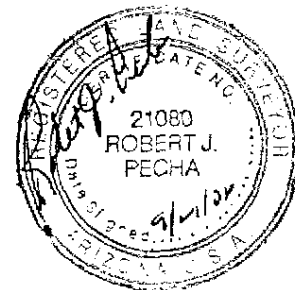
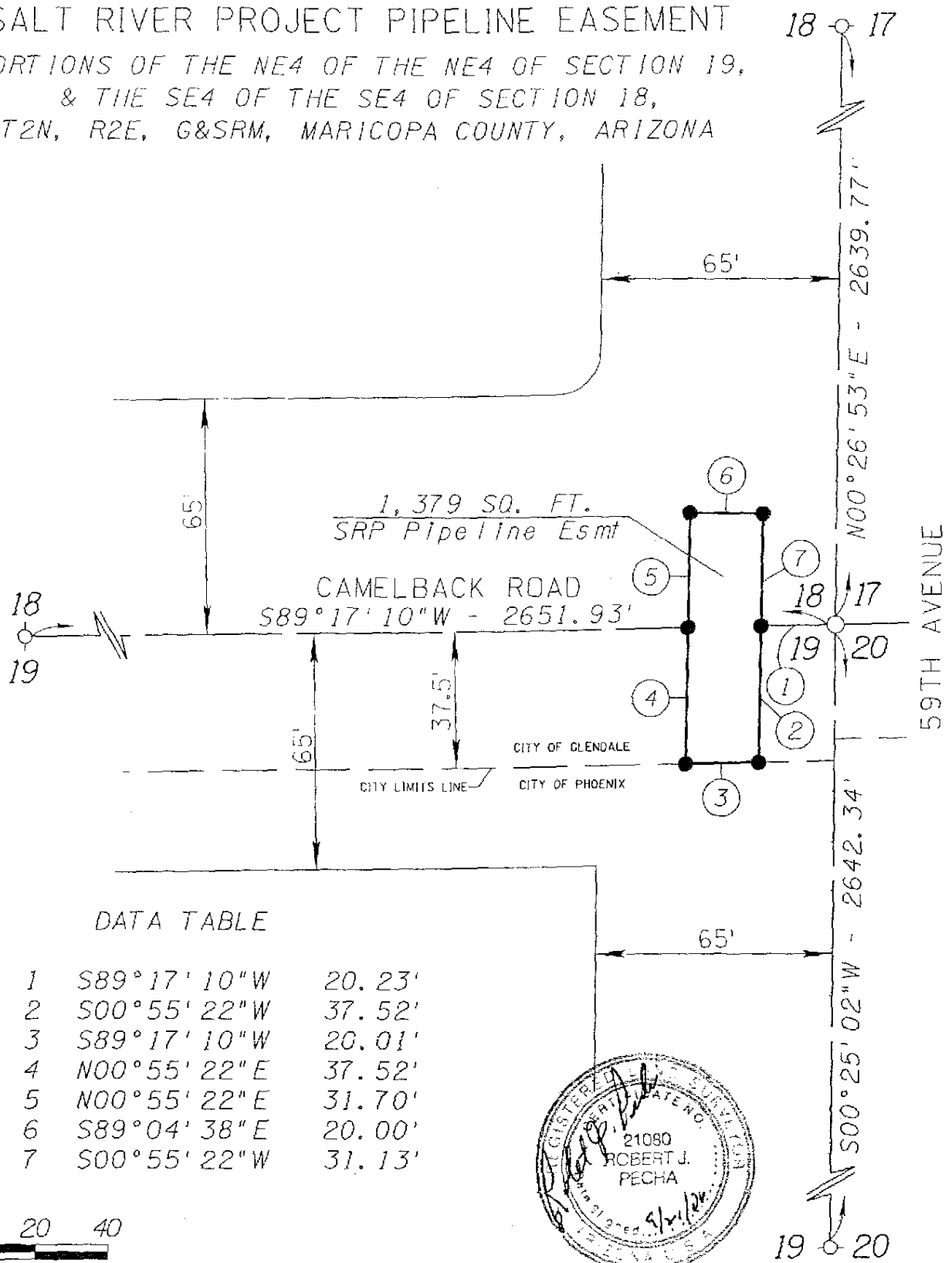


EXHIBIT D1

SALT RIVER PROJECT PIPELINE EASEMENT
 PORTIONS OF THE NE4 OF THE NE4 OF SECTION 19,
 & THE SE4 OF THE SE4 OF SECTION 18,
 T2N, R2E, G&SRM, MARICOPA COUNTY, ARIZONA



DATA TABLE

1	S89°17'10"W	20.23'
2	S00°55'22"W	37.52'
3	S89°17'10"W	20.01'
4	N00°55'22"E	37.52'
5	N00°55'22"E	31.70'
6	S89°04'38"E	20.00'
7	S00°55'22"W	31.13'

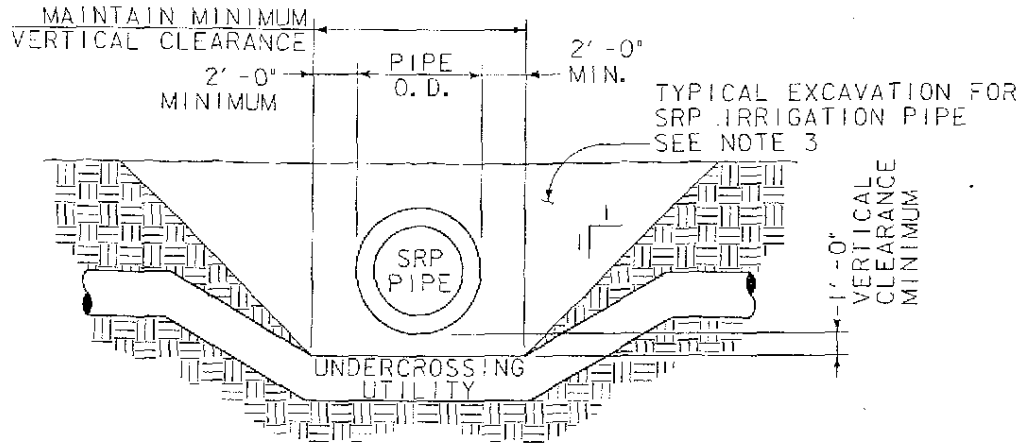


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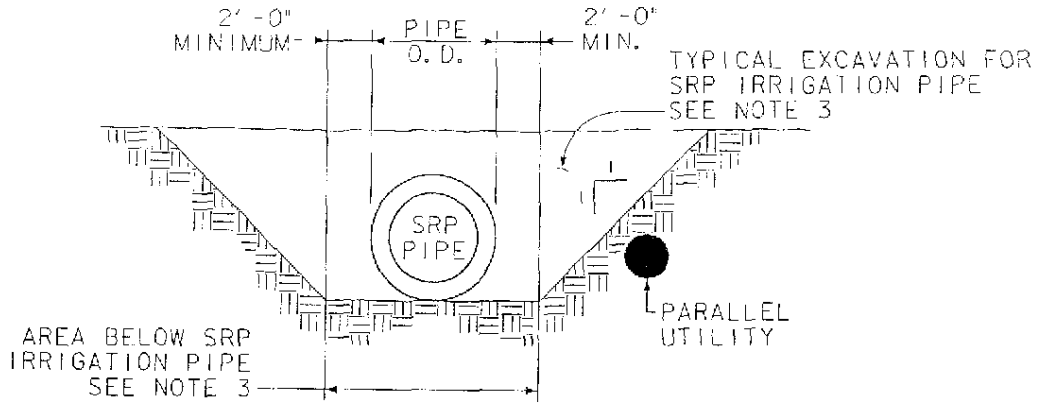
GLENDALE ONBOARD TRANSPORTATION PROGRAM
 WEST CAMELBACK ROAD & NORTH 59TH AVENUE

EXHIBIT E

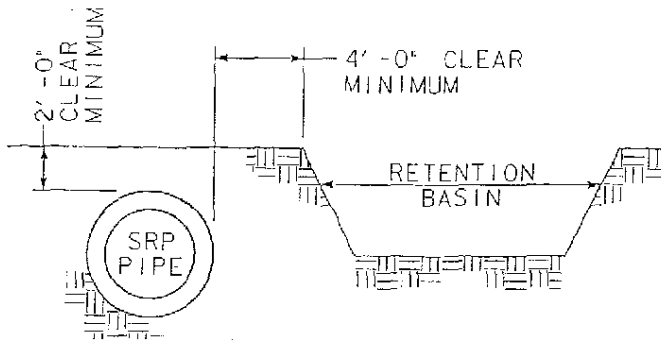
(PAGE 1 OF 2)



PIPELINE - UTILITY CROSSING



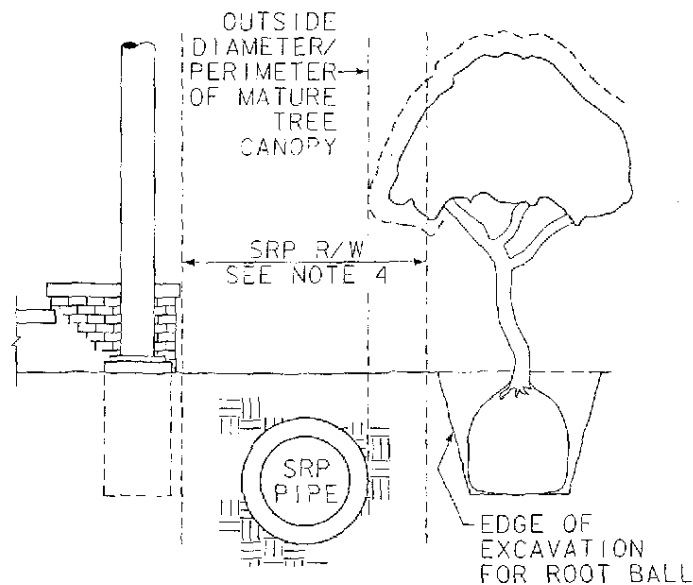
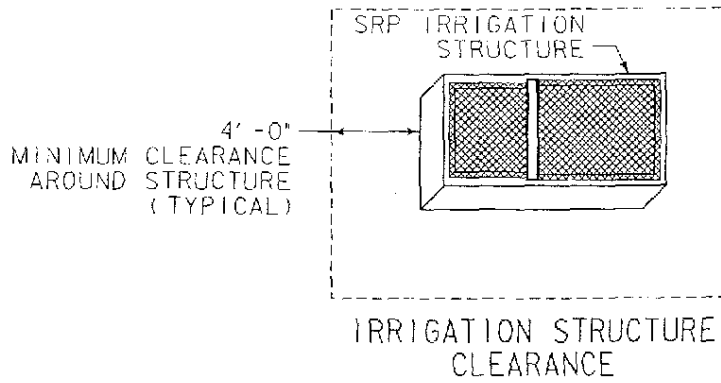
PIPELINE - PARALLEL UTILITY



PIPELINES - RETENTION BASIN

EXHIBIT E

(PAGE 2 OF 2)



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.
4. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
5. REQUESTS FOR SRP LICENSES ARE HANDLED ON A CASE-BY-CASE BASIS. CONTACT SRP AT 602-236-2962 REGARDING LICENSES FOR SITES LOCATED NORTH OF THE SALT RIVER AND AT 602-236-5799 REGARDING LICENSES FOR SITES SOUTH OF THE SALT RIVER.